Car Hire Conditions

MALAGA, SEVILLE & ALICANTE TRAIN STATIONS

Commercial Doc. 2013

Table of Contents

Included in the Price PAGE 3

Important Information PAGE 3

Fuel PAGE 4

Payment Details PAGE 4

Extras and Additional Charges PAGE 5

Mileage limited PAGE 7

Optional Insurances PAGE 7
Travelling Outside of Spain
Special Conditions and Insurances
Not Included in any Insurance Package

Goldcar Offices PAGE 10
Train Station offices

Vehicle Availability PAGE 12
Special Vehicle Groups
Extensions of the Rental Period
Returning Vehicles Early

Customer Services PAGE 13
Grace Period
Roadside Assistance/ S.O.S
Reservation Department
Claims Department

Included in the Price

- Limited Mileage **(Please, see the Mileage Limited section for more information)**
- The rental rates include Compulsory Automobile Insurance and the Supplementary Civil Liability coverage for the damage, involving third parties, arising from use and circulation of the vehicle.
- CDW (Collision Damage Waiver) with excess.

  Not covered under the included insurance: Tires, Wheels, Rear view and side mirrors, Windows, Hubcaps, Taxi (transportation), Towing costs, Locks, Battery, Motor, Undercarriage and Interior of car, Clutch, Replacement Keys, Copy of the key and delivery of the key to the closest Goldcar office, Damage to oil sump, Catalytic convertor, Radiator, 500€ deposit if a replacement vehicle is needed and Repair Period. Please see more in the Optional Insurances Section.
- Third Party Insurance
- Vehicle Theft Protection Insurance, fortuitous fire and vandalism acts as long as the conditions stated in the contract are fulfilled
- VAT
- **Telephone assistance is free for every customer on weekdays between 09:00 and 18:30.** There will be a service charge that will not exceed 30€ for contacting Roadside Assistance/S.O.S outside of these hours, unless the customer has selected the optional Relax Insurance Package. **(Please see the Optional Insurance section for more information.)**
- Goldcar gives a **59 minute grace period** for the drop-off of vehicles without any additional costs to the customers. Therefore, Goldcar permits customers to return their rental vehicles up to 59 minute later than the time stated on the rental contract.
- The car hire contract may have a maximum duration of 28 days. After 28 days, a new contract is required **(Please see the section Extensions of the Rental Period for more information).**

Important Information

- The following documents are necessary to be able to rent a vehicle: Passport or Identification card, international driving license written in Roman letters and a valid credit/debit card **(Please see the section Payment Details for more information).**

Fuel

- Returning rental vehicles is done in seconds as Goldcar delivers its vehicles with a full tank of fuel and **clients should return the vehicle with the least amount of fuel possible**, as this reduces waiting time at check-out as well as anxiety related to filling up the fuel tank before dropping off the car.

  - FUEL POLICY: **FULL / EMPTY** with the exception (compared to the other destinations) that we refund the client´s credit card with the equivalent value of the fuel left in the tank for rentals longer than 3 days but as an exception on the rule, in these locations we will refund the petrol in all durations.
  The customers must NOT refill the tank.

- The cost of the petrol will be paid when the client picks up the vehicle and the price will depend on the make and model of the vehicle the customer receives. **The cost of petrol will be between 50 € and 150 €, depending on the make / model of the rental vehicle supplied to the client.**

- Diesel vehicles are available, normally at an additional charge of **2€** per day, but diesel vehicles can never be confirmed to the client before pick-up. If the client wants to hire a diesel car he should ask for it upon arrival.

Payment Details

- Our agents will receive daily rates and these prices are subject to future modifications.

  If the rental period is for more than a week, we estimate the cost of a week and divide it by 7. Then multiply the result by 8, 9 days...

  You will receive the rates/prices without taxes. You will receive an Excel document (.xls) with the taxes **excluded and included.**

- We accept credit cards to pay the costs of cars rental, fuel and other local extras. The main driver of the car rental contract must be the cardholder of one of the following valid credit cards: **MasterCard** and **VISA**.

- We also accept debit cards and EC-Karte which implies the following conditions:
  Destinations with Excess: The customers will be **charged*** the corresponding Excess**.
  ****Please, take into account that due to the foreign exchange rate and other possible banking charges not related to Goldcar, the customer will have to take responsibility for the possible expenses involved when we charge/refund the aforementioned deposit/Excess.*
  ***It is essential that after the rental period, the customer goes to our office to return the vehicle and asks for the refund of the deposit/Excess (if the car is returned in good condition, the vehicle has not been involved in any accident/breakdown…etc.). Please, take into account that it is not possible to make any refund on a debit card if we do not physically have the card.*

- **We do not accept payment by American Express, Postepay or Diners**. Nor will accept payment in cash. We have always been very flexible in accepting payment in cash, but unfortunately, due to increased thefts of vehicles, we have been forced to take such decision.

Extras and Additional Charges

- **DIESEL:**
  Diesel vehicles are available at additional charge. (Please see Fuel section for more information.)

- **ADDITIONAL DRIVERS:**
  4, 96€ (taxes excluded) per day with a Maximum charge of **59, 50€** (taxes excluded) per driver.

- **BABY SEATS/BOOSTER SEATS/MAXI COSI:**
  4, 96€ (taxes excluded) per day with a Maximum charge of **59, 50€** (taxes excluded)

  Baby seats/Booster seats must be fitted by the parent or guardian. Our staff is not permitted to help with the fitting of these items. The customer will always be responsible for fitting the seat.

- **MINIMUM AGE REQUIRED/DRIVING LICENCE MINIMUM PERIOD:**
  Drivers must be over 21 years and have held a valid driving licence for a minimum of 12 months. Customers who are under the age of 25 will be able to drive our vehicles but they will have to pay a surcharge per day with a maximum charge of per rental (please, see the specific costs in the table below). The customers who are 25 will not pay this surcharge. We took this decision given the high risk of accidents in customers of this age group. The customers who have held the driving license for less than 4 years will also have to pay a fee per day with a maximum charge per rental (please, see the specific costs in the table below). **We will apply only one charge of 9€ per day with a maximum of 108€ if the customer is under the age of 25 and has had a driving license less than 4 years.**

PRICE
9€ per day – maximum charge **108€**

- **GPS:**
  We have GPS available at many of our locations, although it cannot be reserved in advance. If the customer would like GPS, they must check the availability upon arrival at the pick-up location. The cost of GPS is **8,5** per day with a maximum charge of **85€** per rental. It is necessary to leave a deposit of **90€** which will be refunded when the GPS is returned in good condition.
  GPS **are available** on one-way rentals.

- **SPECIAL CLEANING:**
  A charge up to **150€** will be applied if the returned car requires special cleaning.

- **ONE-WAYS:**
  One-way charges apply for **all rental periods**.
  Please, find attach the tables with the One-ways prices (IMPORTANT: one of the tables is for High/Premium Season: **01.07.13-31.08.13 & 26.12.13-31.12.13)**

- **AFTER HOURS COLLECTION:**
  It is only possible to collect the vehicle during the hours of operation.

- **FINES:**
  We charge a 37€ administration fee to the client if we receive a traffic fine. We are obliged to provide "Dirección General de Tráfico" with the details of the customers who receive a fine during the hire period. This fee does not include the payment of the fine. The customer must pay the fine directly to the corresponding Spanish Authorities.

- **LOSS OF THE VEHICLE DOCUMENTS:**
  If a customer returns a vehicle and the vehicle documents are not in the car (after checking the car), we will proceed to charge this fee.
  The cost of this fee will be as follows:
  -Spain **30€** per vehicle

- **VEHICLE ABANDONED:**
  Customers who abandon Goldcar vehicles at any location other then the location agreed upon on the rental agreement will be responsible for the costs assumed by Goldcar Rental for the transport of the vehicle to the agreed upon drop-off location, as well as the **corresponding daily rental charges and 35€ daily penalization fee**.

- **TELEPHONE ASSISTANCE/SOS:**
  Telephone assistance is free for every customer on weekdays between 09:00 and 18:30. There will be a service charge that will not exceed 30€ for contacting Roadside Assistance/S.O.S outside of these hours, unless the customer has selected the optional Relax Insurance Package. **(Please see the Optional Insurance section for more information.)**

- **SUBSTITUITION VEHICLE:**
  In the cases of an accident or Vehicle breakdown, a **500€** deposit will be necessary for the collection of a substitution vehicle. The **deposit will not be necessary for any customers whom have contracted the optional Relax Insurance Package.**

- **EXPRESS /PRIORITY CHECK-IN SERVICE:**
  The customers, who purchase this service, will have the advantage of not having to wait to pick up the car. We will have a priority check-in desk for immediate pick-up.
  The cost of this service is, between 18€ and 45€* in high season (VAT included) per booking. Please, take into account that this special service is limited to a certain number of bookings per hour in each location.
  Once we have reached our limit of bookings requesting this service (8 pick ups per hour and location), it will not be possible to make any more bookings with Priority Check-in/Express service.
  This means that the bookings will not be rejected. These bookings will be confirmed but the Priority Check-in/Express service will NOT be booked.
  ***High season periods:** 01.07.13 to 31.08.13 & 26.12.13 to 31.12.13.

Mileage limited

- We have limited mileage in these offices:

The **limitation of kilometres** per day will be**:**
From 1 to 3 days: 350 km per day
From 4 to 6 days: 250km per day
From 7 to 14 days: 150 km per day
From 15 days on: 100 km per day

The **limited mileage fee** will be**:**
Small car groups: **X, AA, BB, CC, R & S: 0,15€** per kilometre
Medium car groups: **D, DD, E, F, FF, L, LL & T: 0,18€** per kilometre
Large car groups: **I, J, K, G, P & PP: 0,23€** per kilometre

Optional Insurances

Travelling Outside of Spain

- Goldcar vehicles rented in mainland Spain are not allowed to travel outside of the mainland. Also Goldcar vehicles may never travel in the Spanish communities of Ceuta or Melilla.

- Customers who pick up their vehicles at our Sevilla & Málaga train station offices may travel to Portugal and Gibraltar. An additional insurance is necessary for these customers. The cost of this additional insurance is **8, 5€** per day of the total rental period, with a minimum charge of **22€** and with a maximum charge of **85€**.

Special Conditions & Insurances (Destinations with Excess)

CDW Excess

CAR GROUPS	SEVILLA, MALAGA & ALICANTE TRAIN STATION
X/AA/BB/CC/R & S:	650 €
D/DD/E/F/FF/L/ LL & T:	850 €
G/I & J:	1.100 €
K/P & PP:	1.300 €

CDW Excess Waiver

Please, check the spread sheet attached for more information.

Purchasing this insurance the CDW Excess is waived.

Super Relax Insurance without Excess

Please, check the spread sheet attached for more information.

Purchasing this insurance the CDW Excess is waived and we cover also the following:
FREE 24 hours Telephone Roadside Assistance, Wheels, Tires, Hubcaps, Locks, Windows, Side and Rear-view Mirrors, Undercarriage, Motor, Towing service after accident, Taxi (transportation),
Clutch, Battery, Locks, Copy of the key and delivery of the key to closest Goldcar office, Damage to oil sump, Catalytic convertor, Radiator and Exempt of 500€ deposit for replacement vehicle in case of accident or breakdown and the Repair Period.

Windows, Wheels and Tires Insurance

Please, check the spread sheet attached for more information.

If the customer declines this insurance, he will be liable for damages caused to Windows, Tires and Wheels. Towing costs or any other expenses are not covered under this insurance. Hubcaps, Taxi (transportation), Locks, Replacement keys, Copy of the key and delivery of the key to the closest Goldcar office, Damage to oil sump, Catalytic convertor, Radiator, 500€ deposit if a replacement vehicle is needed, Repair Period, Battery, Motor, Clutch, Undercarriage and Interior of the car, Rear-view and side mirrors will also not be covered under this insurance.
The CDW is not covered by this insurance.

Not Included in Any Insurance Package

- Traffic fines, sanctions and judicial costs related to traffic violations or law and tolls
- All costs derived from the use of the incorrect and/or lack of petrol.
- Goldcar is not to be held liable for items stolen, forgotten or lost inside the vehicle. It is recommended having these items covered through personal travel insurance.
- The loss of the vehicle documents
- If customers load the car with more than the stated capacity or vehicles are taken “off-road” (unpaved roads).
- It is not permitted to remove the vehicles seats.
- If the driver is found to be under the influence of alcohol or drugs, and/or found using their cellular phone at the time of the accident.

NEGLIGENCES

The use not permitted includes and is not limited to the following cases mentioned by way of example:

-Pushing or towing another vehicle.

-Driving in areas not suited to public transport, such as beaches, race tracks, forestry roads, back roads, etc.

-Driving on dirt roads and very poorly paved roads that could cause damage to the underside of the vehicle.

-Driving the vehicle in restricted areas, and more specifically on airport roads and other roads for aeronautical and/or military use.

-Negligent behaviour when the vehicle's indicators show an alert that **customers** state are known to them when they sign the agreement.

-Transport of goods or animals and, in particular, substances that are hazardous, inflammable and/or poisonous for the vehicle and its occupants.

-The transport of individuals or goods for which the **customers** receive direct or indirect payment.

-Sub-leasing the vehicle.

-Using the vehicle for unlawful activities.

-Transporting a number of passengers and amount of luggage not authorised for the vehicle concerned.

-Manipulation of the speedometer. **Customers** must report any malfunction of the speedometer to **Goldcar** immediately.

-Transport of luggage or any other item on the vehicle's roof, even when an adequate luggage rack is used for the purpose.

-Damage to the vehicle caused by leaving tempting items in plain sight inside the vehicle.

-Dirtying the inside of the vehicle beyond what would be expected from reasonable and careful use.

-Driving the vehicle when tired, not feeling well and under the influence of alcohol, medicine or drugs.

-Reckless driving.

-Using the vehicle to give driving lessons under any circumstance and/or to teach special driving techniques.

-Driving against the traffic regulations.

-The vehicle is driven by a person who is not authorised to do so in the agreement, as either a **customer** and/or a supplementary driver.

-Driving a hired vehicle beyond the borders of continental Spain, and vehicles hired in the Balearic or Canary Islands that are not allowed to leave the island where they were hired unless they have express, written permission to do so and the relevant extra insurance has been taken out.

-Continued use of the vehicle after the rental period has ended.

Last Minute Bookings

In all these offices, it will not be possible to reserve last minute bookings for the same day after 22:00 (and until the office is open in the morning again).

Please, take into account that this is only applicable to last minute bookings, you can still send bookings after 22:00 for other dates.

Goldcar Offices

We will only deliver Goldcar rental vehicles to customers at our offices. In no case will we make the delivery of our vehicles to any locations other than one of our offices.

IMPORTANT: Please send all last minute bookings (within 24 hours of pick-up), with pick-ups at our downtown and off-airport offices, directly to the pick-up office.

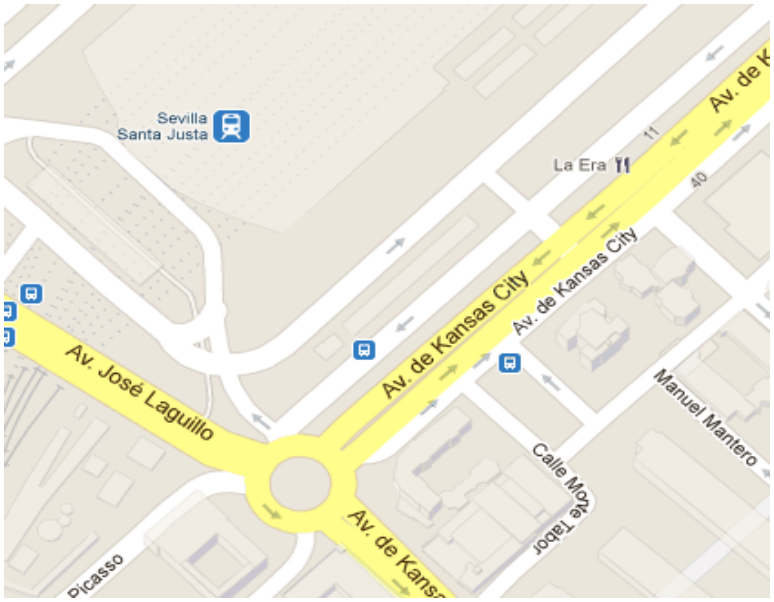
Train Station Offices

SEVILLA TRAIN STATION OFFICE (located outside the train station)
DIRECCION: Avda. De Kansas City s/n (esquina con C/Jose Laguillo), 41007, Sevilla
TEL: 965233105
FAX: 954536218
E-MAIL: svt@goldcar.com
Hours of Operation: Monday – Sunday 06.00 to 23.59
Train details are essential.
COLLECTION OR DROP-OFF AFTER 23:59 OR BEFORE 06:00 ARE **NOT** POSSIBLE

How to find the office:
Please go up one level from the train platform on the left side. Afterwards, leave the train station through the exit D. Go down the steps and you will find our GOLDCAR office in the car park (corner Avda. Kansas City & José Laguillo)

How to return the vehicle:
Please follow the indications to Santa Justa station. Enter the "Avda. Kansas City" car park which is located opposite the Station. Please, park the car in one of the available car park spaces in front of our GOLDCAR office and hand in the key in to our office.

MAP:



GPS Coordinates: lat. 37,40 y long. -5.9611

MALAGA TRAIN STATION OFFICE (located outside the train station)
DIRECCION: Calle Explanada de la estación 6, Bajo, 29002, Málaga
TEL: 965233104
FAX: 952332128
E-MAIL: agt@goldcar.com
Hours of Operation: Monday – Sunday 06.00 to 23.59
Train details are essential.
COLLECTION OR DROP-OFF AFTER 23:59 OR BEFORE 06:00 ARE **NOT** POSSIBLE

How to find the office:
Please leave the station through the main Exit/Gate (located at the front) , cross the road and after walking around 50 metres on the left you will find our GOLDCAR office in the Street: Calle Explanada de la estación nº 6.

How to return the vehicle:
Please, go to the Street: Calle Explanada de la estación nº 6 ,opposite the AVE train station Maria Zambrano (VIALIA), and you will find our office in the corner with the street (Calle Mendivil) where you can park the car while you hand in the keys in our office.
MAP:
GPS Coordinates: lat: 36,712 y long: -4,431

ALICANTE TRAIN STATION OFFICE (located outside the train station)
DIRECCION: Avenida de la Estación 22, 03005, Alicante
TEL:
FAX:
E-MAIL: alt@goldcar.com
Hours of Operation: Monday – Sunday 06.00 to 23.59
Train details are essential.
COLLECTION AFTER 23:59 OR BEFORE 06:00 ARE **NOT** POSSIBLE

How to find the office: The customers have to leave the station and on the left they have to go to the nearest traffic light. They have to cross the road and continue straight on to the Avenida de la Estación, and they will find our office after about 5 meters.
In our office, the customers will receive a ticket to collect the car from the subterranean car park (floor -1) situated in front of our GOLDCAR office (Avenida de la Estación).
Please, take into account that the customers will have to go to the control post to show the ticket before taking the car out of the car park.

How to return the vehicle:
The customers have to park the car in one of the available car park spaces in the subterranean car park (floor -1) situated in front of our GOLDCAR office (Avenida de la Estación) and hand the car key and the car park ticket they get at the car park in to our office.
If the office is closed (drop off out of hours): The customers have to leave the key and the car park ticket in the key-box (with Goldcar signs) situated next to the car park spaces.

MAP:

GPS Coordinates: lat: 38.345 y long: -0.494

Bank Holidays – Train Station Offices

These Goldcar offices will close at 20:00 on Christmas Eve. No reservations with pick-up times after 20:00 will be accepted.
These Goldcar airport offices will close at 22:00 at New Year's Eve. No reservations with pick-up times after 22:00 will be accepted.

Vehicle Availability

Specific details on all car groups can be found on the price-list.

In the case a customer would prefer a diesel vehicle, they should communicate this at the moment they pick-up the vehicle **(Please see the Fuel section for more information)**.

All vehicles, with the only exception being special groups, will receive instant confirmation through the automatic booking system they select.

The collaborator will receive vehicle availability reports (stop-sale reports) on a regular basis. These reports can also be viewed through the web agency area.

Special Groups

The special groups, depending on the availability, will be confirmed or denied.
You will receive the response of our automatic system in the same period of time used for the free sale groups. NOT AVAILABLE AT THESE LOCATIONS FOR THE MOMENT.

Extensions of the Rental Period

As all special vehicles are on request, the hire contract cannot be extended without prior notice and agreement with Goldcar. Normally, vehicles on free-sale can be extended without prior notice, however during stop-sale periods acceptance by Goldcar is required. The collaborator must send any vehicle hire extension to Goldcar to the corresponding office/airport by e-mail or fax and **always send a copy of this extension** by e-mail to the following e-mail address as well:
extensions@goldcar.com

The minimum period of time required to send the extensions is 24 hours prior to the end of the current contract.

The customer must also travel in person to the closest Goldcar office in order to make the necessary adjustments to the rental contract. Rental periods cannot be extended by telephone. If for any reason the rental period cannot be extended, then the customer is obligated to return the rental Vehicle at the location, time and date agreed upon on the rental contract.

IMPORTANT: For all extensions of contracts we will apply the price according to the original **booking date** and not according to the date when the extension is made.
The extension cannot be sent as a new booking. It will always be an extension of an existing contract.

The car hire contract may have a **maximum duration of 28 days**. After 28 days, a new contract is required. When a customer needs a vehicle for a rental longer than 28 days, we will have the following option:

MAKE A NEW CONTRACT
-A new booking has to be made applying the rate at the time the booking is confirmed and according to the pick-up date of the new booking (it is NOT possible to use the rate applied to the previous booking/contract)

-A new vehicle will be provided (the previous vehicle is returned)
-The local extras have to be paid again in the new contract (Additional drivers, Additional insurances, Diesel…etc.)
-The fuel tank of the new contract/vehicle has to be paid

In the event the vehicle is returned later than the agreed rental drop-off time stated in the contract, **the insurance will no longer be valid** and the customer will be responsible for paying a **37€** per day late fee. In addition to the corresponding late fees, the customer **must also pay the daily rental rate**. Customers who abandon Goldcar vehicles at any location other then the location agreed upon on the rental agreement will be responsible for the costs assumed by Goldcar Rental for the transport of the vehicle to the agreed upon drop-off location, as well as the **corresponding daily rental charges and 37€ daily penalization fee**.

Returning Vehicles Early

If a customer returns the vehicle earlier than the agreed upon drop-off date stated in the rental contract, Goldcar **will not refund the customer for any unused days.**

Customer Services

Grace Period

There is one hour grace period for the return of all rental vehicles. In the event the vehicle is returned later than 59 minute past the agreed rental drop-off time stated in the contract, **the insurance will no longer be valid** and the customer will be responsible for paying a **37€** per day late fee. In addition to the corresponding late fees, the customer **must also pay the daily rental rate**.

Reservations Department

All reservations are to be made through one of our automatic booking system **(Please see section How to make a Booking)**

IMPORTANT: Please send all last minute bookings (within 24 hours of pick-up), with pick-ups at our downtown and off-airport offices, directly to the pick-up office.

To contact the reservations department:
reservations@goldcar.com
Tel: 00 34 965 94 31 86
Fax: 00 34 965 65 06 38
Hours of Operation: Monday – Thursday 09:00-18.30 and Fridays 09:00-15:00

Roadside Assistance/S.O.S

Goldcar is proud to have its very own Roadside Assistance Department.

We offer 24 hour roadside assistance for our clients. Telephone assistance is free for every customer on weekdays between 09:00-18:30. There will be a service charge that will not exceed 30€ for contacting Roadside Assistance outside of these hours, unless the customer has selected the optional Relax Insurance Package.

To contact the S.O.S department:
Tel.: 902 10 52 76
Fax: 965 93 92 12
E-Mail: sos@goldcar.com

S.O.S / Roadside Assistance must be notified within 48 hours if:
Theft: All thefts must be reported to the police and an original copy of the report must be obtained by the customer.
Accident: In case of accident or collision, the client must correctly fill out the provided form (declaración amistosa de accidente de automóvil), which can be found in the glove-box of the rental vehicle).

Claims

All claims must be registered, within 30 days of the drop-off of the vehicle, through the agency section of our website www.goldcar.es

You will receive a confirmation email with the details and file number that have been assigned to the claim. This **file number must be quoted in the subject line** of any further correspondence regarding the file in order to process the claim correctly.

In order to access this information you will need your agency number and password, which will be provided to you by our sales department. A complete user's manual will also be provided.

To contact the department heads of the Customer Services Departments:
Sophie Servranckx
Email address: sophieservranckx@goldcar.com
Laura Collins
Email address: lauracollins@goldcar.com

Translation

The translations of these general terms and conditions are for information purposes only and are not legally binding.